

# **HAMPSTEAD SUPPORT PERSONNEL ASSOCIATION CONTRACT**

**JULY 1, 2009 - JUNE 30, 2013**

**SAU 55  
30 Greenough Road  
Plaistow, NH 03865  
603 382-6119**

**HSPA 2009-2013**

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**Hampstead Support  
Personnel Association  
Contract  
July 1, 2009 - June 30, 2013**

**ARTICLE I - RECOGNITION**

**1.0 RECOGNITION OF ASSOCIATION**

The Hampstead School Board (hereinafter referred to as the "Board") recognizes the Hampstead Support Personnel Association (hereinafter referred to as the "Association") as the exclusive representative for the following positions: all full and part time maintenance, custodial, and lunch room/food service personnel, excluding manager of plant operations, director/manager of food service and building principals.

The School District has the sole jurisdiction, authority and discretion to layoff lunch room/food service employees and/or to contract with individuals, companies or agencies to provide food services that otherwise would be provided by members of this bargaining unit.

However, for those lunch room/food service employees who were employed by the School District on July 1, 2005, the following 'grandfather' provisions shall apply:

- (1) Such employees shall not be laid off from School District employment for the purposes of or with the effect of being replaced by a food service contractor for as long as they remain continuously employed by the School District.
- (2) When the employment of such employees by ends, the School District shall not hire replacement employees, but shall secure replacement services through a food service contractor; and
- (3) If such employees of the School District become employees of the food service contractor in the future, they shall not constitute employees of the School District and shall not be members of this bargaining unit.

**1.1 DEFINITION OF EMPLOYEE**

The term "Employee", when used in the text of this agreement, means all members of the above bargaining unit, unless otherwise indicated.

1. Full-time employee: 30 or more hours worked per week.
2. Part-time employee: Less than 30 hours worked per week.
3. Temporary employee: Not to exceed 45 days worked per fiscal year.

**1.2 RECOGNITION OF BOARD'S AUTHORITY**

The Association recognizes and accepts the Board's statutory authority and jurisdiction over the direction and management of the affairs of the Hampstead School District and the formulation of policy therefore, and agrees that the Board's obligation under the provisions of RSA 273-A is limited to the express provisions of this Agreement only.

**ARTICLE II - NEGOTIATIONS PROCEDURE**

**2.0 NOTIFICATION**

Upon written request of either party on or before October 1st of the calendar year prior to the expiration of this Agreement, the parties agree to enter into negotiations in a good faith effort to reach an agreement, as defined by RSA 273-A.

**2.1 USE OF CONSULTANTS**

Either party may, if it so desires and at its own expense, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

## **ARTICLE III - EMPLOYEE PRIVILEGES**

### **3.0 ACCESS TO PERSONNEL FILES**

An employee will have the right to review the contents of his/her personnel file, except initial references, after giving 24-hour written notice. The employee may be accompanied by a representative of the Association during the review. The official copy of the personnel file shall be housed at the office of the Superintendent of Schools. All other files on an employee will be confidential, available to supervisors only, and kept in a secure place.

### **3.1 MATERIAL NOT TO BE FILED WITHOUT EMPLOYEE'S KNOWLEDGE**

No material shall be placed in the employee's personnel file until the employee has been given the opportunity to review and sign the document(s). The employee's signature on any document is solely to acknowledge that he/she has reviewed it and shall not be construed to imply agreement or disagreement with its contents. The employee may submit written explanations or rebuttals to be attached to any document in his/her personnel file.

### **3.2 COMPLAINTS AGAINST EMPLOYEE**

If a complaint is lodged against an employee, the administration will investigate it using a conflict resolution process. If there is substance to the complaint, the issue will be brought to the attention of the employee for explanation and/or correction.

### **3.3 PINS AND INSIGNIA PERMITTED**

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

## **ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES**

### **4.0 ACCESS TO PUBLIC INFORMATION**

The Board agrees to furnish to the Association, in response to reasonable requests from time to time, public information concerning the financial resources of the District including, but not limited to, annual financial reports and audits, agendas and minutes of Board meetings, and census. The Association will pay costs associated with requests that entail extensive information, billed at the then current hourly secretarial rate.

### **4.1 ASSOCIATION REPRESENTATIVE**

When an employee(s) is mutually scheduled to participate in negotiations or grievance proceedings during working hours, he/she shall suffer no loss of pay, leave or benefits, but will be expected to make up 25% of the work time lost. Every effort shall be made to schedule those events during non-working hours.

### **4.2 TRANSACTION OF BUSINESS ON SCHOOL PROPERTY**

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times other than working hours, provided that school operations are not affected. The Association must request the use of facilities prescribed by School Board policies.

### **4.3 USE OF SCHOOL EQUIPMENT**

Designated Association members shall have the right to use school computers and duplicating equipment with the approval of the Principal at reasonable times. Other equipment may be used with administration's permission. The Association will exercise reasonable care in its use of equipment, will reimburse the District for the cost of supplies used and will assume all responsibility for damages.

### **4.4 USE OF SCHOOL FACILITIES**

Association members shall have the right to use school mailboxes, with the approval of the Principal. Material placed in the mailboxes shall not be political in nature.

### **4.5 DUES DEDUCTION**

The Board agrees to deduct dues for the Association and its affiliates from the salaries of those employees who have requested and authorized such deductions on forms approved by the Superintendent (see Appendix C), and transmit the monies at each payroll period to the designated treasurer of the Association. All deductions must be compatible with the District's payroll procedures.

#### **4.6 BUSINESS NOT TO BE DISRUPTIVE**

The Association will conduct its business in such manner as not to disrupt the activities or facilities of the School District.

### **ARTICLE V - DISCIPLINARY PROCEDURES**

#### **5.0 WHEN REQUIRED**

The Board and the Association recognize that school employees serve the public and are expected to meet job performance and personal conduct standards, work well with their peers and, in general, work toward reaching the goals of the District. When behavior departs from the standards set by the District, the need for disciplinary action arises.

#### **5.1 PROCEDURE**

**Step 1:** For minor offenses the employee is given a verbal warning. If the situation does not improve within 10 working days, the second step is taken.

**Step 2:** For a more serious offense, a written warning is given to the employee and placed in the personnel file. The employee will be allowed to respond in writing to any written warning; this response will be attached to the warning in the personnel file.

**Step 3:** A second written warning may be cause for suspension from work without pay. Should a suspension occur, the employee will be entitled to an appeal to the Superintendent of Schools. A member of the Association may attend, if requested by the employee.

**Step 4:** A third written warning is cause for immediate suspension without pay and/or discharge from employment. Any employee so suspended or discharged will be entitled to an appeal to the School Board with representation of his/her own choice.

#### **5.2 STEP SEQUENCE NOT MANDATORY**

Depending on the seriousness of the offense, it is not necessary to proceed through the entire four steps or essential to start with the first step. At all times, discipline should be commensurate with the offense committed.

#### **5.3 DISCIPLINARY ACTIONS PART OF WRITTEN RECORD**

All written records are to be part of the employee's cumulative record.

#### **5.4 REASONS FOR ACTION MUST BE STATED**

The reason(s) for all suspensions and discharges must be verbally stated immediately, followed by written confirmation sent by certified mail to the employee within two (2) working days of the suspension or discharge.

#### **5.5 SUSPENSION, DISCHARGE OR REDUCTION IN PAY**

An employee may not be suspended, discharged or reduced in compensation unless one or more of the following reasons exist:

- A. inefficiency or incompetence
- B. failure to observe rules and/or regulations of the administration or school board
- C. moral misconduct
- D. other due and sufficient cause

#### **5.6 REVERSAL OF ACTION**

In the event a suspension or discharge is appealed to the superintendent or the School Board and the action is overturned, the employee will be restored to the previously held position without any loss of pay or benefits.

### **ARTICLE VI - GRIEVANCE PROCEDURE**

#### **6.0 PURPOSE**

This article provides for an orderly and sole procedure for the processing of employee, Association and Board grievances pertaining only to the interpretation or application of expressed provisions of this Agreement. The negotiated grievance procedure may not and shall not cover any matter for which statutory appeals procedures exist. Questions as to the interpretation of published Board policies and regulations, provisions of law, or policies and regulations of appropriate

authorities outside the Board shall not be subject to the negotiated grievance procedure regardless of whether such policies, laws or regulations are quoted, cited or otherwise incorporated or referenced in this Agreement. The Board encourages the employees to take issues that cannot be resolved under this section through the school administrative structure.

### **6.1 DEFINITIONS**

- A. **GRIEVANT** is the employee or employees alleging the grievance.
- B. **GRIEVANCE** is an alleged violation of the express terms and conditions of this contract.
- C. **ASSOCIATION GRIEVANCE** is a grievance which involves more than one employee or administrator. It may be filed by the Association instead of an employee and shall be resolved through the formal procedure.
- D. **BOARD GRIEVANCE** is a grievance against a group of employees or the Association. It shall be resolved through the formal procedure.

### **6.2 FILING PERIOD - FAILURE TO ACT**

The grievance to be considered under this procedure must be presented to the second party within ten (10) work days of its occurrence, or within ten (10) work days of when the first party should reasonably have known of its occurrence.

Once the grievance is being considered, the failure of the aggrieved party or parties, to appeal a decision, or lack of a decision, rendered at a given step in the procedure to the next step within the specified time limit, constitutes explicit acceptance of the decision and is a waiver of further appeal of said decision.

Failure to communicate the decision on a grievance within the specified time limit, at any step of this procedure, shall permit the aggrieved employee to proceed to the next step.

### **6.3 ALLOWABLE TIME EXTENSIONS**

The specified time limits may be extended by mutual written agreement. Should a grievance be filed at such time that it cannot be processed through all the steps of the grievance procedure by the end of the employee's work year, time limits set forth herein may be reduced by mutual written agreement, so that the grievance procedure is exhausted prior to the end of the employee's work year or as soon thereafter as is practicable.

NOTE: All grievance timelines are doubled if the grievance is received either the week before or during a school vacation period.

### **6.4 CONFIDENTIALITY**

Both parties agree to keep these proceedings as confidential as may be appropriate at any level of the procedure.

### **6.5 ASSOCIATION PARTICIPATION**

The employee may be accompanied by a representative of the Association, at the request of the employee, at any step of the grievance procedure.

### **6.6 GRIEVANCE PROCEDURES**

#### **A. INFORMAL PROCEDURE**

The employee(s) shall first discuss the grievance informally with the Facilities Manager or Food Service Director, as appropriate. The cognizant administration will meet with the employee and attempt to resolve the grievance. The administrator must render a written decision within five (5) work days of the meeting.

#### **B. FORMAL PROCEDURE**

##### **Step 1:**

If no satisfactory settlement is reached at the informal procedure, the employee shall reduce the grievance to writing (see Appendix B) and submit it to the Principal within five (5) work days of the cognizant administrator's informal decision. The written grievance shall contain the details of the complaint, the corrective action desired by the employee, and a copy of the informal decision. The Principal will meet with the Facilities Manager or Food Service Director and the employee(s) within 5 work days of receipt of the grievance as determined by stamped receipt at the Principal's office and attempt to resolve the grievance. The Principal shall submit a written decision to the employee within ten (10) work days of the meeting.

##### **Step 2:**

If no satisfactory settlement is reached at Step 1, the employee shall reduce the grievance to writing (see Appendix B) and submit it to the Superintendent within five (5) work days of the Principal's decision. The written

grievance shall contain the details of the complaint, the corrective action desired by the employee, and copies of prior decisions. The Superintendent will meet with the Principal and the employee within 10 days as determined by stamped receipt at the Superintendent's office and attempt to resolve the grievance. The Superintendent shall submit a written decision to the employee within ten (10) work days of the meeting.

**Step 3:**

If a satisfactory settlement has not been reached at the previous step, the employee has five (5) work days after the Superintendent's decision to submit the grievance to the Board for resolution (see Appendix B). The Board shall meet with the Superintendent and the employee within fifteen (15) work days after receipt of the request. The Board shall render its decision in writing to the employee within ten (10) work days of the meeting.

**Step 4:**

If the employee is not satisfied with the Board's decision, he/she may file the grievance with the State's Public Employee Labor Relations Board, as prescribed in RSA 273-A:6.

## **6.7 IMPORTANCE OF GRIEVANCE RESOLUTION**

The Board and the Association recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith by an employee will not cause any reflection on the employee's standing with the administration or on his/her loyalty and desirability to the District, nor will the grievance be considered to be a reflection on the Administration or the Board.

## **ARTICLE VII - WORK YEAR AND WORK WEEK**

### **7.0 NORMAL WORK WEEK AND SHIFT**

The normal work-week and shift for all employees will be as stated at the beginning of employment with the District or in the individual's annual letter of agreement. Where possible, this letter will contain the normal work location, employee supervisor, job description and compensation.

### **7.1 LUNCH PERIOD**

Every employee who works more than five (5) consecutive hours in any day shall be entitled to an unpaid continuous lunch or eating period of thirty (30) minutes duration, as prescribed in RSA 275:30a. The supervisor has the right and shall assign employee's lunch periods.

### **7.2 HOLIDAYS**

The following are paid holidays for employees who work 20 hours a week or more, if the holiday(s) occurs within the work year. For those employees who would work a half-day on holidays, a half-day of holiday pay is given.

- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving
- Day after Thanksgiving
- Christmas
- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day

To be paid for a holiday, an employee must work on the scheduled workday before and after the holiday, unless he/she is on scheduled vacation, jury duty, or documented sick leave. The Hampstead School District will pay the cost for the documentation if beyond current insurance protection. Under extraordinary circumstances, this requirement may be waived by the employee's supervisor.

When a holiday falls on Sunday or whenever state and federal observances or the school calendar are in conflict, the Board shall determine which day is to be taken.

### **7.3 VACATIONS**

Employees shall receive paid vacations as follows:

**A. FULL TIME**

Fifty-two week employees will earn paid vacation at the rate of:

2 weeks per year after 1 year of service,  
3 weeks per year after 5 years of service, and  
4 weeks per year after 10 years of service

Unused vacation may be deferred beyond the end of the fiscal year in which it was earned, at the option of the Superintendent. If deferral is approved, vacation must be taken prior to September 1st of the next fiscal year.

Requests to use paid vacations days must be submitted two weeks in advance and must be approved by the Director of Maintenance or his or her designee.

**B. PART TIME**

Employees who work at least 20 hours per week for the school year, up to 195 days, will receive five days vacation pay at the close of the school year. If the employee works less than the school year, vacation pay will be prorated to the equivalent of 1 day for every 2 months worked.

Part time employees with more than ten (10) years of service in the district will receive ten days vacation pay at the close of the school year. If the employee works less than the school year, vacation pay will be prorated to the equivalent of one day per month worked.

**7.4 VACATION SCHEDULING**

Available vacation periods shall be scheduled by the supervisor. Senior employees shall be given the opportunity to express their preference as to the time they wish to take vacation.

**7.5 PAY IN LIEU OF VACATION**

- A. **DEATH:** In the case of death of an employee, vacation pay due such employee shall be paid to a named beneficiary or to the employee's estate.
- B. **TERMINATION:** If an employee terminates employment with at least two weeks prior written notice for any reason, earned vacation pay shall be prorated and included in the final wage payment.

**7.6 OVERTIME**

- A. Overtime will be offered equally to all qualified employees over the course of the year.
- B. Overtime will be paid to an employee at a rate of 1.5 times the employee's regular rate of pay if the employee is assigned to work, and actually does work, more than 40 hours in any one week.
- C. Time and one half will be paid for all hours authorized by the Administration and worked on Sundays and/or holidays.

## ARTICLE VIII - YEARS OF SERVICE

### 8.0 ACCUMULATION OF SERVICE

Accumulation of years of service shall begin on the employee's first working day. In the event that more than one employee has the same starting date of work, position on the years of service list shall be determined by casting lots or flip of a coin.

Years of service benefits shall be lost by an employee upon termination, resignation, or retirement. An employee shall be credited with one year of service for each year that the employee works one-half of the days of his/her individual contract, and in no event less than ninety-one (91) contract days.

## ARTICLE IX - TEMPORARY LEAVES OF ABSENCE

### 9.0 SICK LEAVE

- A) Sick leave with full pay will be granted to employees at the rate of one and one-quarter (1-1/4) day per full month of active service, twelve (12) of which may be used each year for family (spouse (\*), child, parent or member of the house hold) illness. (\*) Spouse; means an individual legally united to the member by marriage or a civil union.

Sick leave may be accumulated or carried over from year to year up to a maximum of ninety (90) days.

- B) Employees shall notify the appropriate supervisor of their inability to work at least one hour prior to the time set for their regularly scheduled working hours. A medical certificate may be required, at any time, for an employee requesting sick leave. The Board shall reimburse the employee for his/her out-of-pocket cost of any medical examination required by the District, to the extent that such cost is not paid by insurance or other sources.
- C) Each employee shall receive a sick leave report from the Superintendent's office by December 31st each year, stating the number of accumulated sick days.
- D) **Annual Sick Day Redemption**  
Days beyond the maximum will be redeemed at nineteen and one-half percent (19.5%) per diem multiplied by the number of accumulated sick days beyond the maximum as defined in 9.0 (a). The payment will be received in July or August for the preceding year.
- E) **Retirement Sick Day Redemption**  
Upon legal retirement (eligibility for the NH Retirement and/or for Social Security) and with a minimum of ten years of Hampstead School District service the employee will be paid a lump sum equal to nineteen and one half percent (19.5%) per diem multiplied by the number of accumulated sick days as defined by Article 9.0 (a). The payment will be received in July or August following the retirement.

### 9.1 BEREAVEMENT LEAVE

An employee shall be granted Bereavement Leave of up to three (3) working days with pay for the following relations:

Spouse	Child	Brother
Sister	Mother/ Stepmother	Father/Stepfather
Grandparent	Mother-in-law	Father-in-law
Grandchild	Daughter-in-law	Son-in-law
Sister-in-law	Brother-in-law	Legal Resident off Household

An employee shall be granted bereavement leave with pay because of the death of his/her uncle, aunt, niece, and nephew not to exceed one (1) day per bereavement. Additional days without pay may be granted due to extenuating circumstances, at the discretion of the Superintendent.

### 9.2 ASSOCIATION LEAVE

The Association will be allowed to send one (1) member for one (1) day with pay to the NEA-NH Delegate Assembly each year.

### **9.3 JURY DUTY OR WITNESS SERVICE**

If an employee is summoned to serve as a juror or witness, the employee will receive the difference between the contract salary and jury duty pay.

### **9.4 PERSONAL LEAVE**

Each employee shall be entitled to two (2) days of personal leave at the beginning of the work year. The employee may utilize the personal leave without giving specific reasons, provided the personal leave is not used for recreational purposes. Certification that use of the personal day meets the requirements of this section must be submitted to the employee's supervisor at least twenty-four (24) prior to the anticipated absence, but in an emergency situation the certification may be submitted immediately upon the employee's return to school.

### **9.5 CHILDBEARING LEAVE**

- A) Childbearing leave of up to twelve (12) consecutive calendar months shall be granted without pay or benefits.

The employee shall request such leave in writing to the Superintendent not later than four (4) months in advance of the expected date of delivery as noted by the attending physician. The request shall include the following:

1. The expected date of commencement of leave
2. The expected date of delivery
3. The expected date of the return to employment

- B) For definition purposed, the commencement of the childbearing leave will be consistent with the last day of work before the leave.
- C) Employees, upon written request including a doctor's certification of disability with dates, may use accumulated sick leave days for the period of disability surrounding delivery.
- D) An employee who is pregnant may continue in full-time employment until as late into the pregnancy as desired, provided in the judgment of the Superintendent, she is able to properly perform all of her duties. Written approval from her physician to continue may be required.
- E) Once the leave has expired, the District will provide job placement in either the same position, or a comparable position, for which the member is qualified, if such a position is available. An employee shall not be deemed to have been placed in a comparable position if the employee held a position which entitled her to benefits under this agreement prior to the leave and is placed in a position which does not entitle her to such benefits following the leave.
- F) Failure to return from leave at its expiration will be considered as a resignation unless such leave has been extended by the Superintendent. Any change in the date of return shall require forty-five (45) days notice and the approval of the Superintendent. The Superintendent's decision shall be final. The Superintendent may request a doctor's certificate of disability.
- G) Employees already enrolled in the District medical program will be continued in that program through the calendar month following the month they cease to work full-time. Beyond this, employees may elect to continue health and dental coverage at their own expense during the term of their leave employees electing to choose COBRA will be subject to rules, regulations, and rates as determined by the carrier at the time.
- H) An employee shall not forfeit previously accrued seniority during such leaves of absences, but shall not accrue additional seniority or service time during the leave of absence.
- I) To be eligible for an increase in compensation under Appendix A, the employee must have worked at least one-half the days of his/her individual contract, and in no event less than ninety-one (91) contract days.
- J) Should an employee decide to terminate employment at the end of leave, the employee shall give the Board notice of such intent at least thirty (30) days prior to the termination of leave.

## **9.6 CHILD REARING/PATERNITY/FOSTER AND ADOPTED CHILDREN LEAVE**

- A. Child rearing leave of up to twelve (12) consecutive calendar months shall be granted without pay or other benefits providing:
  - 1. The employee requests such leave in writing to the Superintendent three (3) months in advance of the expected leave date. As much notice as possible will be given by the employee for the acceptance of foster children or the adoption of children. The request shall include the following:
    - (2) The expected date of commencement leave
    - (3) The expected date of return to employment
  - 1. Members may elect to continue the group health and dental coverage at their own expense, during the time of their leave.
- B. Once the leave has expired, the District will provide job placement in either the same position, or a comparable position for which the member is qualified, if such a position is available. An employee shall not be deemed to have been placed in a comparable position if the employee held a position which entitled him/her to benefits under this agreement prior to the leave and is placed in a position which does not entitle him/her to such benefits following the leave.
- C. Failure to return from leave at its expiration will be considered as a resignation unless such leave has been extended by the Superintendent. Any change in the date of return shall require forty-five (45) days notice and the approval of the Superintendent. The Superintendent's decision shall be final.
- D. Employees already enrolled in the District medical program will be continued in that program through the calendar month following the month they cease work full-time. Beyond this, employees may elect to continue health, dental, and life insurance coverage at their own expense during the term of their leave. Employees electing to choose COBRA will be subject to rules, regulations, and rates as determined by the carrier at the time.
- E. An employee shall not forfeit previously accrued seniority during such leaves of absences, but shall not accrue additional seniority or service time during the level of absence.
- F. To be eligible for an increase in compensation under Appendix A, the employee must have worked at least one-half the days of his/her individual contract, and in no event less than ninety-one (91) contract days. Should an employee decide to terminate employment at the end of leave, the employee shall give the Board notice of such intent at least thirty (30) days prior to the termination of leave.

## **9.7 OTHER LEAVES**

Other temporary leaves of absence may be granted without pay by the Superintendent or designee, based on the individual merits and student needs of the request. Travel, vacation or recreational type leaves will require one (1) month's written notice if taken during student contract days. Benefits accumulated at the time of the commencement of leave shall not be lost but no new benefits shall be accumulated during the period of the absence.

## **ARTICLE X - VACANCIES, TRANSFERS AND PROMOTIONS**

### **10.0 POSTING OF VACANCIES**

All vacancies shall be posted in conspicuous locations in the schools, as well as digital means such as "Applitrack" for a minimum of five (5) working days.

### **10.1 PROMOTION OR TRANSFER TRIAL PERIOD; FAILURE TO PERFORM**

In the event of a promotion or transfer from one classification to another, the employee shall be given a ninety-work-day (90) trial in which to show his/her ability to perform on the new job. The employer shall give the promoted or transferred employee reasonable assistance to enable him/her to perform up to the employer's standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period, or at the request of the affected employee, the employee shall be returned to his/her previous assignment, if available, or to a substantially similar assignment, at the discretion of the employer.

## **10.2 PROBATIONARY PERIOD FOR NEW EMPLOYEES**

There shall be a probationary period of three (3) continuous months of employment for newly hired employees. Insurance benefits will take effect on the first available entry date for the plan after completion of the probationary period. All other contractual benefits, where applicable, shall take effect three (3) months from the date of hire, including provisions of the Disciplinary Procedure and the right to grieve. The probationary employee(s) may be dismissed by the will of the District at any time and such dismissal shall not be subject to the Grievance Procedure.

## **10.3 INVOLUNTARY TRANSFERS**

The parties agree that the involuntary transfers of employees shall be held to a minimum, whenever possible.

# **ARTICLE XI - WORKING CONDITIONS**

## **11.0 USE OF PERSONAL EQUIPMENT NOT REQUIRED**

The employee(s) shall not be required to use personal equipment on school premises. The administration shall furnish all necessary tools and equipment. The supervisor will determine what are necessary tools and equipment.

## **11.1 RAIN JACKETS TO BE AVAILABLE**

The District will provide two (2) rain jackets, sizes large and extra large, per school for the common use of the custodians.

## **11.2 EMPLOYEES NOT RESPONSIBLE FOR SUPERVISION OF STUDENTS**

The District shall take reasonable steps to relieve the employee of responsibilities with respect to students who are disruptive or repeatedly violate rules and regulations. It is the responsibility of the employee to bring instances of unacceptable behavior to the attention of the building principal and to preserve order in emergency situations.

## **11.3 DESIGNATED SUPERVISOR**

All employees will have their immediate supervisor(s) designated by the District at the beginning of each school year insofar as possible.

## **11.4 UNIFORMS**

Custodial maintenance uniforms will be provided and maintained by the District. The District will determine the number and type of uniforms.

# **ARTICLE XII - WORK DUTIES AND COMPENSATION**

## **12.0 WORK WHEN SCHOOL IS CANCELLED**

When school is cancelled, custodial and maintenance employees shall report to work at the normal time, or when road conditions permit, and shall be expected to work the full number of hours scheduled in a normal work day.

## **12.1 COMPENSATION**

The basic compensation of each employee shall be set forth in Appendix A. There shall be no deviation from said compensation rates during the life of this Agreement.

## **12.2 NEW HIRES**

The administration may hire at step 1, 2, or 3 depending upon related experience, as outlined in the job description for said position.

Entry Rate:

Custodial and Maintenance

	2009-2010	2010-2011	2011-2012	2012-2013
Step 1:	\$11.50	\$12.20	\$12.90	\$13.65
Step 2:	\$11.75	\$12.45	\$13.15	\$13.90
Step 3:	\$12.00	\$12.70	\$13.40	\$14.15

Cafeteria

	2009-2010	2010-2011	2011-2012	2012-2013
Step 1:	\$11.35	\$12.05	\$12.75	\$13.50

	2009-2010	2010-2011	2011-2012	2012-2013
Step 2:	\$11.60	\$12.30	\$13.00	\$13.75
Step 3:	\$11.85	\$12.55	\$13.25	\$14.00

2009-2013      *Temporary employees paid at Step 1*

## **ARTICLE XIII - INSURANCE**

### **13.0 GENERAL**

The District agrees to make available medical, dental, disability and life insurance to full-time thirty (30) hour a week employees covered by this agreement as stipulated below.

New employee coverage including probationary employees and part-time employees moving to full time status will be effective the first day of the month following enrollment in the plan and acceptance by the insurance company. Employees are solely responsible for completion of the application forms of the District's own insurance carriers.

#### **A) HEALTH INSURANCE**

Eligible employees may elect coverage under New Hampshire Blue Cross/Blue Shield Plan Comp 100, Blue Cross/Blue Shield Blue Choice NH 3-tier, or Matthew Thornton HMO. The District shall pay 90% and the employee shall pay 10% of the premium for single, two-person or family coverage, whichever is elected by the employee.

#### **B) DENTAL INSURANCE**

Eligible full-time (thirty) 30 hour a week employees may elect Northeast Delta Dental Coverage. The District shall pay seventy-five (75%) and the employee shall pay twenty-five (25%) of the premium if the employee selects a single plan. The District shall pay fifty (50%) and the employee shall pay fifty (50%) of the premium if the employee selects a two-person or family plan.

#### **C) TERM LIFE INSURANCE**

An amount of fifteen thousand dollars (\$15,000) or the equivalent of the employee's contracted salary to the nearest one thousand dollars (\$1000), which ever is greater, from an insurance carrier to be selected by the Board shall be provided to eligible full time thirty (30) hour per week employees. The District shall pay one hundred percent (100%) of the premium for such a plan for all eligible full-time 30 hour a week employees.

#### **D) DISABILITY INSURANCE**

##### **1. Long term disability**

An eligible employee may elect to be covered by long-term disability insurance. The District shall pay 100% of the premium for such coverage. After an employee has been disabled for 90 consecutive calendar days, he/she shall be eligible for benefits equal to two-thirds salary, up to a maximum of \$2000 per month, until the disability terminates or age 65, whichever comes first.

##### **2. Short term disability**

An eligible employee may elect to be covered by short term disability insurance. The District shall pay one hundred percent (100%) of the premium for such coverage. After an employee is disabled he/she will be eligible for benefits equal to two-thirds salary up to a maximum of \$450 per week for thirteen weeks. The benefit waiting period shall be the first day for an accident and the eighth day for illness.

### **13.1 NEW HAMPSHIRE RETIREMENT SYSTEM**

Employees who work thirty-five (35) or more hours per week must enroll in the NH Retirement System and contribute the prescribed percentage of gross pay.

### **13.2 VOLUNTARY PREMIUM CONVERSION PROGRAM**

Any employee may request participation in the voluntary premium conversion program, under Internal Revenue Code Section 125, provided by the District at no cost to the employee. This program allows the deduction of employee contributions toward the cost of medical and dental insurance premiums before taxes are computed, thereby reducing the amount of employee's wages subject to federal tax withholding. The employee must contact the payroll office for instructions.

### **13.3 ALTERNATIVE CARRIER**

The parties may select alternative insurance carriers at their discretion, provided the alternative insurance carriers are mutually acceptable to the parties.

### **13.4 INSURANCE FOR PART TIME EMPLOYEES**

Employees, who work less than full-time thirty (30) hours a week, may opt to join the group insurance in Section 13.0, sub-sections A and B, only, at their own expense, if eligible under the carrier's rules.

## **ARTICLE XIV - MISCELLANEOUS PROVISION**

### **14.0 REQUIRED REPORTING OF ON-THE-JOB MISHAPS**

Employees shall be required to report within twenty-four (24) hours any accident and physical injury or illness sustained in the course of employment. In addition to reports required by law, employees shall file an accident report, on forms supplied by the District and available at all times in the custodian room, at the end of their shift and shall turn in all available information including names and addresses of witnesses to the accident. Failure by any employee to comply with the provisions of this section shall be the subject of appropriate disciplinary action, including discharge. The District and its agents shall provide the necessary forms.

### **14.1 COURSE REIMBURSEMENT**

Course reimbursement for growth in job skills will be allowed upon prior written approval of the Superintendent. Each employee is eligible to take one course per year, limited to a cost not to exceed that of a 4-credit course at the University of New Hampshire. Reimbursement will be made upon presentation of evidence of successful completion of the course. The total amount available for course reimbursement is \$3,000 per school year.

If the director of food service or the facilities manager requires an employee to attend a course, the employee shall be paid for his or her time to attend the course and the District shall pay for the costs of tuition and materials that are required for the course.

### **14.2 COPIES OF AGREEMENT**

The District will provide a copy of this Master Agreement to each member of the bargaining unit.

## **ARTICLE XV - DURATION**

### **15.0 DURATION**

This agreement and each of its provisions shall be effective as of July 1, 2009 and shall continue in full force and effect until June 30, 2013.

### **15.1 SEVERABILITY**

If any provision of this agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

IN WITNESS THEREOF, we have signed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**FOR THE BOARD**

**FOR THE ASSOCIATION**

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Chairperson

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President

## APPENDIX A

### Hourly Increase

Cafeteria, Custodian, Maintenance & Groundskeeper positions.

2009/2010	\$ .70
2010/2011	\$ .70
2011/2012	\$ .70
2012/2013	\$ .75

### SHIFT DIFFERENTIAL;

Employees assigned to work the night shift shall receive a differential added to their hourly wage rate for hours worked on the night shift.

2009 to 2013	\$0.55 per hour
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### HOURLY STIPENDS;

Maintenance

2009 to 2013	\$3.50 per hour
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Cafeteria Manager

2009 to 2013	\$2.00 per hour
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Grounds Keeper

2009 to 2010	\$1.25 per hour
2010 to 2011	\$1.25 per hour
2011 to 2012	\$1.50 per hour
2012 to 2013	\$1.50 per hour

### ANNUAL STIPENDS;

Day Custodian Supervisor

2009 to 2013	\$2300.00
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Night Custodian Supervisor

2009 to 2013	\$2000.00
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Food Service Workers

2009 to 2013	\$ 50.00
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(Towards the purchase of work shoes.)

### LONGEVITY

Payments will be made annually for completed years of service.

Years of Service	Annual Stipend
4 <sup>th</sup> to 8 <sup>th</sup> years	\$300.00
9 <sup>th</sup> to 12 <sup>th</sup> years	\$450.00
13 <sup>th</sup> to 15 <sup>th</sup> years	\$600.00
After 16 <sup>th</sup> year	\$750.00

*Employees working less than 181 days or less than 20 hours per week shall not be eligible for longevity.*

**APPENDIX B**  
**FORMAL GRIEVANCE SUBMITTAL AND ACTION FORM**  
Applicable Contract 2009-2013 Support Personnel Formal Procedure  
**HAMPSTEAD SCHOOL DISTRICT**

**1. DESCRIPTION OF GRIEVANCE**

(To be completed by grievant)

Step No \_\_\_\_\_ Submittal date \_\_\_\_\_

Informal discussion held on (date) \_\_\_\_\_ with  
(name and title) \_\_\_\_\_

Describe grievance and nature or extent of injury or loss (if any) \_\_\_\_\_

(Attach additional pages if necessary)

Date of alleged grievance \_\_\_\_\_ Which Contract Article/Section was violated? \_\_\_\_\_

Names of witnesses to violation (if any) \_\_\_\_\_

\_\_\_\_\_  
Grievant's name

\_\_\_\_\_  
Grievant's Title

\_\_\_\_\_  
Grievant's signature

**2. ACTION TAKEN**

(To be completed by Administrator)

Date received \_\_\_\_\_ Received by \_\_\_\_\_ Title \_\_\_\_\_

Meeting with grievant held on (date) \_\_\_\_\_ at (time) \_\_\_\_\_ (location) \_\_\_\_\_

Names of other participants \_\_\_\_\_

Recommended action \_\_\_\_\_

Recommended by \_\_\_\_\_ Title \_\_\_\_\_ Date of decision \_\_\_\_\_

**3. DISPOSITION OF GRIEVANCE**

(To be completed by grievant)

**NOTICE TO GRIEVANT:** You **MUST** take action within 5 work days of decision date in order to protect your right to further appeals. Failure to do so means automatic acceptance and grievance termination.

I **accept / do not accept** the recommended action stated above as full settlement of this grievance.

\_\_\_\_\_  
Grievant's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Association Rep. Signature (optional)

\_\_\_\_\_  
Date

**4. SCHOOL OFFICE USE AFTER DISPOSITION:**

Received by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX C

### DUES DEDUCTION AUTHORIZATION HAMPSTEAD SCHOOL DISTRICT

DATE \_\_\_\_\_

I, \_\_\_\_\_, hereby authorize the Hampstead School District to deduct membership dues in the amount of \$ \_\_\_\_\_ from each payroll period beginning on \_\_\_\_\_ and to transmit those funds to the Hampstead Support Personnel Association as prescribed in the Master Agreement.

The amount stated above is correct as of the date of this authorization but may change from time to time as determined by the Association. When such change takes place, you are hereby authorized to deduct the then current amount.

I understand that this authorization will remain in effect indefinitely until I provide the Hampstead School district with written instructions to the contrary or resign.

Signed \_\_\_\_\_

#### SCHOOL DISTRICT OFFICE RECORD:

Received by \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_